

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person you may remove or strike any of the following information from this instrument before it is filed of record in the Public Records: Your social Security number or your driver's license number.

**RATIFICATION, REVIVER, EXTENSION AND AMENDMENT OF
OIL AND GAS LEASE**

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, WHITE SETTLEMENT INDEPENDENT SCHOOL DISTRICT, ACTING BY AND THROUGH THE PRESIDENT OF ITS BOARD OR TRUSTEES, LORI BALL (hereafter referred to as "Lessor") and FINLEY RESOURCES INC., hereafter referred to as "Lessee", are parties to that certain Oil and Gas Lease dated February 19, 2008, and recorded as Instrument Number D208058339, of the Official Records of Tarrant County, Texas (the "Lease"), which Lease Covers the following described lands:

18.188 acres, more or less, being Lots 14, 15, and 16R, all in Block 43, Westpoint Addition, an Addition to the City of Fort Worth, Texas, Tarrant County, Texas, being further described by metes and bounds in that certain Warranty Deed, recorded in Volume 7483, Pages 105-108, Official Public Records, Tarrant County, Texas, in addition to any accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the leased premises whether or not such parcels are known to exist by Lessor or Lessee

WHEREAS, Lessor and Lessee Amended the Lease to extend the primary term for an addition six (6) months as recorded at Instrument Number D209333385, Official Public Records, Tarrant County, Texas.

WHEREAS, Lessor and Lessee Amended the Lease to extend the primary term for an addition two (2) months as recorded at Instrument Number D210200979, Official Public Records, Tarrant County, Texas.

WHEREAS, Lessor and Lessee recognize that said Lease is in full force and effect; and it is the desire of both Lessor and Lessee to extend the primary term for an additional six (6) months by the execution of this Ratification, Revivor, Extension and Amendment of Oil and Gas Lease and it shall be considered for all purposes as though the Lease originally provided for a primary term of thirty eight (38) months as evidenced in the manner provided herein below.

NOW, THEREFORE, in consideration of the premises and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree to amend the twelfth (12th) line on the first (1st) page, section two (2), the Primary Term, by removing the words "thirty two (32) months" and replacing it with the words "thirty eight (38) months", so that section two (2), the Primary Term now reads:

"2. Primary Term. This Lease is for a term of thirty eight (38) months from this date (called "Primary Term") and as long thereafter as oil and gas is produced by Lessee in paying quantities from the Land or land pooled therewith."

Lessor and Lessee hereby ratify, revive, extend and amend and renew said Lease as the same is hereby amended, and Lessor hereby grants, leases, and lets all of the acreage above-described and referred to unto Lessee subject to and under the terms and provisions of said Lease; and such Lease is expressly affirmed, ratified, revived, amended and declared to be effective and binding for all purposes as of the date hereof.

The provisions hereof shall extend to and be binding upon the heirs, successors, legal representatives and assigns of the parties executing the amendment. This Ratification, Revivor, Extension and Amendment of Oil and Gas Lease is signed by Lessor and Lessee as of the date of their signatures below, but is deemed effective for all purposes as the Effective Dated stated herein.

EXECUTED this 19th day of October, 2010, but to be EFFECTIVE the 18th day of October, 2010.

LESSOR:

WHITE SETTLEMENT INDEPENDENT
SCHOOL DISTRICT

By: Ben Davis
Ben Davis, President of the White
Settlement Independent School
District Board of Trustees

LESSEE:

FINLEY PRODUCTION CO., LP
BY: FPC GP, LLC

By: Clinton Koerth
Its: Vice President

LESSEE:

WOODCREST OIL AND GAS I, LLC.

By: James A. Ryffel
Its: Manager

BRENT D. TALBOT

B. D. Talbot

CLINTON H. KOERTH

C. H. Koerth

STEPHEN M. CLARK

Stephen M. Clark

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF TARRANT §

This document was acknowledged before me on 19th day of October, 2010, by Ben Davis, President of the White Settlement Independent School District Board of Trustees, on behalf of the White Settlement Independent School District.

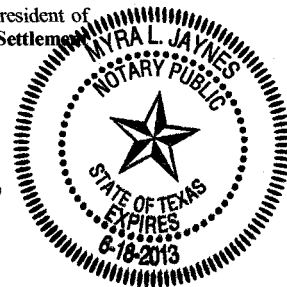
Given under my hand and seal of office this 19th day of October, 2010.

My commission expires:

6-18-2013

Notary Public:

Myra L. Jaynes



STATE OF TEXAS §
COUNTY OF TARRANT §

Before me, the undersigned authority, on this 18th day of November, 2010 personally appeared Clinton Koerth as Vice President of FPC GP, LLC a General Partner of Finley Production Co., LP and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the purpose and consideration therein expressed.

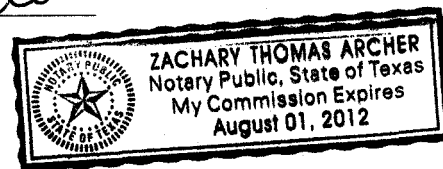
Given under my hand and seal of office this 18th day of November, 2010.

My commission expires:

8-1-2012

Notary Public:

Zachary Thomas Archer



STATE OF TEXAS §
COUNTY OF TARRANT §

Before me, the undersigned authority, on this 23rd day of November, 2010 personally appeared James A. Ryffel as Manager of Woodcrest Oil and Gas I, LLC. and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the purpose and consideration therein expressed.

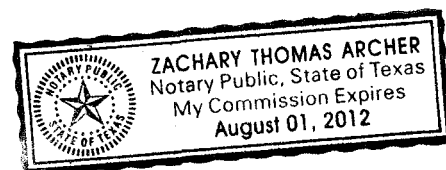
Given under my hand and seal of office this 23rd day of November, 2010.

My commission expires:

8-1-2012

Notary Public:

Zachary Thomas Archer



STATE OF TEXAS

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COUNTY OF TARRANT

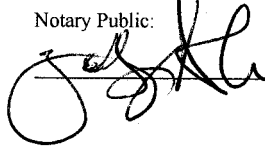
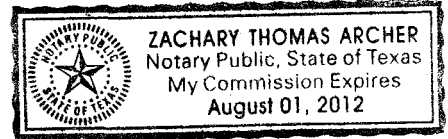
Before me, the undersigned authority, on this 18th day of November, 2010 personally appeared Brent D. Talbot and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the purpose and consideration therein expressed.

Given under my hand and seal of office this 18th day of November, 2010.

My commission expires:

8-1-2012

Notary Public:

STATE OF TEXAS

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COUNTY OF TARRANT

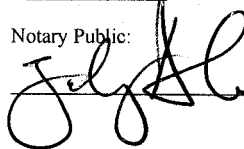
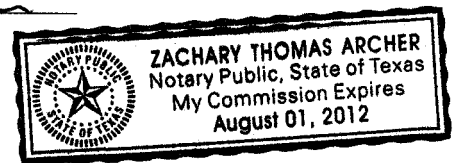
Before me, the undersigned authority, on this 18th day of November, 2010 personally appeared Clinton H. Koerth and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the purpose and consideration therein expressed.

Given under my hand and seal of office this 18th day of November, 2010.

My commission expires:

8-1-2012

Notary Public:

STATE OF TEXAS

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COUNTY OF TARRANT

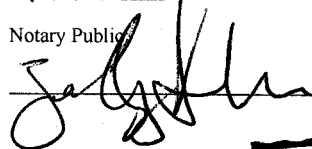
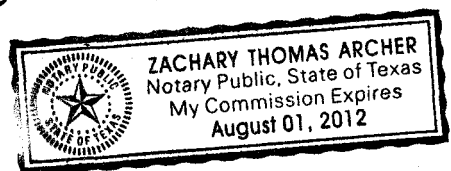
Before me, the undersigned authority, on this 18th day of November, 2010 personally appeared Stephen M. Clark and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the purpose and consideration therein expressed.

Given under my hand and seal of office this 18th day of November, 2010.

My commission expires:

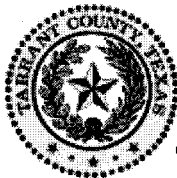
8-1-2012

Notary Public:

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

FINLEY RESOURCES
1308 LAKE ST
FT WORTH, TX 76102

Submitter: FINLEY RESOURCES

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 11/24/2010 12:44
PM

Instrument #: D210291300

LSE

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PGS

\$28.00

By: _____

Suzanne Henderson

D210291300

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: SLDAVES